

SERVICES AGREEMENT

The parties to this agreement are Wheeler Pediatric Speech Therapy LLC (referred to as "Wheeler Pediatric"), and Tiffin City School District Board of Education (referred to as "Tiffin City"):

This Services Agreement is being executed to memorialize the duties and responsibilities of the parties.

Wheeler Pediatric shall provide speech pathology services for Tiffin City. At all times while providing services under this Agreement, Christina S. Wheeler shall be properly licensed/certified to provide speech pathology services in the State of Ohio.

TERMS AND CONDITIONS

- The hourly rate of compensation shall be \$80.00 per hour for all speech-language pathology services (direct and indirect- including direct therapy, evaluations, meetings, and completion of documentation such as therapy notes, IEPs, ETRs, and Medicaid billing.)
- The services provided by Wheeler Pediatric shall be as an independent contractor and not an employee. Wheeler Pediatric will be issued a 1099 for compensation paid for services rendered. Tiffin City shall not make any deductions from payments for taxes. Wheeler Pediatric shall be responsible to pay all federal income tax, social security tax, Medicare, state, city, and any applicable school district taxes that are required by law.
- The estimated hours of services that Wheeler Pediatric shall supply should not exceed eighteen (18) hours per week; anticipated two school days for direct services plus any additional meetings, testing, and paperwork time required during the week. It is understood and agreed that Wheeler Pediatric will be compensated only for those hours of service provided.
- Tiffin City shall provide any necessary testing supplies and evaluation tools, and protocols for tests for Wheeler Pediatric to provide services to the students of Tiffin City. Wheeler Pediatric shall supply all other supplies necessary for services and all travel.
- The maximum number of students that will be scheduled for therapy sessions in a day is sixteen (16).
- Wheeler Pediatric shall submit an invoice documenting the hours of service provided to Tiffin City on a monthly basis. Tiffin City shall pay all invoices within thirty (30) days of receipt.
- Tiffin City shall not provide Wheeler Pediatric with any benefits or paid time off.
- Wheeler Pediatric may use additional employees or independent contractors to execute the terms of this contract in addition to Christina S. Wheeler under the same terms and conditions set forth in this Agreement; provided that, Tiffin City receives advance written notice identifying the individual(s) who will be providing services under this Agreement; and Wheeler Pediatric must ensure that any such individuals are properly licensed/certified to provide speech pathology services in the State of Ohio.

TERMINATION

This Services Agreement shall begin on August 21st, 2024, and terminate no later than May 23rd, 2025. The parties may extend this Agreement by written mutual agreement. This Services Agreement may be terminated by either party at any time by providing thirty (30) days' written notice to the other party.

NOTICES

Notice pursuant to this Agreement shall be given by depositing in the custody of the United States Postal Service, postage prepaid, addressed as follows:

Wheeler Pediatric: 117 Wisteria Drive, Fremont OH 43420

Tiffin City: 244 South Monroe Street, Tiffin OH 44883

Alternatively, notice required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as the date of deposit in the custody of the United States Postal Service.

AMENDMENT

Any amendment(s) to this agreement must be in writing and signed by the parties hereto.

ENTIRE AGREEMENT

This Agreement sets forth the entire agreement and understanding of the parties hereto, and supersedes all prior agreements, arrangements, and understandings whether written or verbal. Nothing herein contained shall be construed so as to require the commission of any act contrary to law and wherever there is any conflict between any provision of this Agreement and any present or future statute, law, ordinance or regulation, the latter shall prevail, but in such event the provision of this Agreement affected shall be curtailed and limited only to the extent necessary to bring it within legal requirements.

SEVERABILITY

The invalidity of any provision of this Agreement will not affect the validity of any other provision. If any provision of this Agreement is held to be invalid, the remaining provisions shall be deemed to be in full force and effect as if they have been executed by all parties subsequent to the expungement or judicial modification of the invalid provision.

BINDING EFFECT

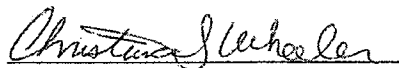
This Agreement shall be binding on the parties as well as their heirs, assigns, executors, personal representatives, and successors in interest.

GOVERNMENT

This Agreement shall be governed by and construed according to the laws of the State of Ohio.

APPROVED AND ACCEPTED BY THE FOLLOWING:

Wheeler Pediatric Speech Therapy, LLC



By: Christina S. Wheeler

Its: President, Sole Owner

5-7-2024

Date

TIFFIN CITY SCHOOLS

By: _____

Its: _____

Date:

By: _____

Its: _____

Date:

By: _____

Its: _____

Date:

By: _____

Its: _____

Date: